

TERMS & CONDITIONS OF ORDERING

Your contract is with Sodexo Motivation Solutions UK Ltd (trading as Filmology), Avalon House, Breckland, Linford Wood, Milton Keynes, MK14 6LD.

Sodexo Motivation Solutions UK Ltd is Cineworld, Picturehouse, Empire Cinemas, The Light Cinemas and Merlin Cinemas agent for the promotion and bulk sale of cinema vouchers and eCodes to businesses in the UK and Ireland.

Where vouchers or eCodes are to be purchased for use in any promotional, incentive or other scheme, disclosure of the nature of the scheme must be made to Sodexo Motivation Solutions UK Ltd at the time of purchase. Failure to observe these conditions or failure to use vouchers or eCodes other than for the purpose declared may lead to action being taken against you.

Full approval of the nature of any promotional, incentive or other scheme must be given by Sodexo Motivation Solutions UK Ltd on behalf of Cineworld, Picturehouse, Empire Cinemas, The Light Cinemas and Merlin Cinemas prior to order acceptance, and vouchers and eCodes may not be used in any other promotion without approval from Sodexo Motivation Solutions UK Ltd.

Inclusion of any Cineworld, Picturehouse, Empire Cinemas, The Light Cinemas and Merlin Cinemas name or logo in any scheme must be approved by Sodexo Motivation Solutions UK Ltd

Vouchers and eCodes are not refundable or exchangeable, either by you or those you pass the vouchers on to.

Vouchers or eCodes cannot be used to reserve tickets by telephone, nor do they give priority over other cinemagoers.

Admission with vouchers or eCodes is subject to normal film classification restrictions.

Payment in cleared funds is required prior to the dispatch of vouchers or eCodes, unless otherwise agreed in writing by Sodexo Motivation Solutions UK Ltd.

Payment Terms 30 days from date of invoice.

DEFINITIONS

"**Conditions**" means these terms and conditions;

"**Good/Services**" means Goods or Services displayed for order on the Website;

"**Third Party/Parties**" means the providers of vouchers or eCodes available by way of the Service. The term 'third party' when applied to the site user will apply to a person or persons not entitled to use the site or have Goods/Services transferred to them;

"**Users**" means the users of the Website collectively;

"**User Information**" means the details provided by You on any application to order Goods or Services from us via the Website;

"We/us/our" refers at all times to Sodexo Motivation Solutions UK Ltd;

"Website" means the Website located at www.vouchers.hellofilmology.com or any subsequent URL which may replace it;

"You/Your/Yourself" means a user of the Website.

1. GENERAL

1.1 This Website complies with the appropriate UK legislation and it is to be used only by persons who access it from within the UK and Ireland. The Goods and Services offered on this Website are only available to companies who have been pre-approved by us. Your use of this Website and the Services provided are subject to these Conditions.

1.2 Some Goods available as part of the service have extra conditions that apply in addition to these Conditions: these will be displayed within the appropriate "Voucher details" section and You should read these before You order the Goods or Services in question. If there are any inconsistencies between these Conditions and the Third Party's product/service conditions, the Third Party's product/service conditions will prevail. All Vouchers and eCodes are subject to availability.

1.3 Vouchers and eCodes may only be used for the purposes agreed when terms were agreed. Any change in the way You intend to use the Vouchers and eCodes must be communicated to Us and agreed in writing, failure to do so may result in legal action against You.

1.4 Your use of the www.vouchers.hellofilmology.com or any subsequent URL which may replace it Website is not transferable to a third party.

1.5 Ordering of any of the Vouchers or eCodes shall be deemed to be acceptance by You that We shall not be liable for any illness, injury or death incurred unless due directly to negligence by Us. Where You purchase a Third Party's Vouchers or eCodes, We will only be liable for our own negligence or breach of obligations. We are not liable for the acts or omissions of any Third Party supplier, which are subject to their conditions.

2. MODIFICATIONS

We may modify the Service from time to time for any reason and without notice including the right to terminate all or part of the Services with or without notice without any liability to You. We reserve the right to modify these Conditions from time to time without notice by posting the amended Conditions on this Website. You agree to read these Conditions prior to placing an order so that You will be aware of any changes and your continued use of this Website will mean that You agree to the changes made. If You do not agree to the changes, You should not use this Website any further.

3. SITE CONTENT

3.1 We try to ensure that the information that We provide on this Website is accurate and up-to-date.

3.2 Some information will be provided by, and be relevant to, the Third Parties: We do not accept any liability for any inaccuracies in this information or for any loss or damage You suffer in connection with or arising out of the information provided by Third Parties. Some information will indicate that it is correct on

the date of publication. When accessing this content, You accept that it may have become inaccurate since the date of publication and that You will not rely on it as being correct at the date that You access it.

4. TERMINATION

If You cease to hold a user account with Us, You will no longer be eligible to use the Service but You are entitled to complete any transaction that You have begun before the date of the closure of your account. We reserve the right to freeze any account where payments are overdue.

5. APPLICABLE LAW

Your use of this Website and these Terms and Conditions is subject to English law and the exclusive jurisdiction of the English courts.

6. FORCE MAJEURE

Once an order has been fulfilled, We shall not be liable for any failure by Ourselves or a Third Party to comply with Our/Their obligation if caused by adverse weather conditions, fire, flood, strike, hurricane, industrial dispute, war, hostilities, political unrest, riot, civil commotion, inevitable accidents, acts of God or any other circumstances amounting to Force Majeure.

7. OUR DETAILS

The www.vouchers.hellofilmology.com website or any subsequent URL which may replace it is managed by Sodexo Motivation Solutions UK Ltd, a company registered in England and Wales, whose registered address is at Avalon House, Breckland, Linford Wood, Milton Keynes, MK14 6LD, company registration number 02680629, VAT registration number GB733 644 335. Sodexo Motivation Solutions UK Ltd are members of the Institute Sales Promotion and are a BSI Registered Firm, registered number FS31995.

8. REGISTRATION

You warrant that:

- i. the personal and company information which You are required to provide when You register is true, accurate, current and complete in all respects; and You are not impersonating any other person or entity
- ii. the Goods ordered on the Website are for your use only, will not be passed on to a third party other than in the manner agreed at the time of your registration and are not for resale, unless previously agreed by Us.
- iii. You will notify us immediately of any changes to Your personal information by e-mailing or telephoning our customer service representatives at: info@filmology.co.uk or 0345 634 1433.

9. COMPLIANCE

The Website may only be used for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and its use. You agree not to upload or transmit through the Website:

- i. any computer viruses or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer; and
- ii. any material which is defamatory, offensive or of an obscene character.

B. PURCHASE OF GOODS AND SERVICES

1. ORDERS

All orders are subject to acceptance and availability. If the Goods ordered are not available, You will be notified by e-mail (or by other means if no e-mail address has been provided) and You will have the option either to wait until the item is available from stock or to cancel Your order. Any orders placed by You will be treated as an offer to purchase the Goods or Services from Us and We have the right to reject such offers at any time. You acknowledge that any automated acknowledgement of Your order which You may receive from Us shall not amount to Our acceptance of Your offer to purchase Goods or Services advertised on the Website. The conclusion of a contract between You and Us will take place when We (i) debit your credit card or issue an invoice or (ii) despatch the Goods to You, whichever is the earlier. You agree that We will not be responsible for failing to deliver Goods to You if You have supplied us with an incorrect address.

We will take all reasonable care, in so far as it is in Our power to do so, to keep the details of Your order and payment secure, but in the absence of negligence on Our part We cannot be liable for any loss You may suffer if a Third Party procures unauthorised access to any data provided by You when accessing or ordering from the Website.

Each Good or Service ordered is sold subject to additional specific terms and conditions related to that Good or Service including, without limitation, terms and conditions concerning estimated delivery times and any warranties. Please ensure that You read such additional terms.

2. CANCELLATION RIGHTS

Please note that should You wish to cancel any order You are not entitled to any refund. Vouchers or eCodes may not be returned or any cash amount refunded provided that the Services We have fulfilled have not been negligent, unless required by law.

3. PRICE AND PAYMENT

All prices are exclusive of VAT (where applicable) at the current rates and are correct at the time of purchase. We reserve the right, however, to change prices at any time without notice to You, such changes shall be advised at the time of purchase.

Payment can be made by using your credit card, debit card or by cheque or BACS on receipt of our invoice only.

C. GENERAL

1. INTELLECTUAL PROPERTY

The content of the Website is protected by copyright, trademarks, database and other intellectual property rights and You acknowledge that the material and content supplied as part of the Website belong to Us and Our agents and shall remain with Us or Our licensors.

You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for Your own personal, non-commercial use, provided You keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website.

2. LIMITATION OF LIABILITY

Whilst we will try to ensure that material included on the Website is correct, reputable and of high quality, We cannot accept responsibility if this is not the case. We will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems You may experience with the Website. If We are informed of any inaccuracies in the material on the Website, We will attempt to correct this as soon as We reasonably can.

In particular, We disclaim all liabilities in connection with the following:

- i. incompatibility of the Website with any of Your equipment, software or telecommunications links
- ii. technical problems including errors or interruptions of the Website
- iii. unsuitability, unreliability or inaccuracy of the Website
- iv. inadequacy of the Website to meet Your requirements

To the full extent allowed by applicable law, You agree that We will not be liable to You or any Third Party for any consequential or incidental damages (both of which terms include, without limitation, pure economic loss, loss of profits, loss of business, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to the Website.

We will not be liable to You for any delay or failure to fulfil On-Line orders which You make using the Service, where such delay or failure is due to circumstances beyond Our control or the control of Our subcontractors and agents, including but not restricted to electricity power failure, utilities failure, failure of telecommunications links, failure of transport infrastructure, fire, flood, government act, act of God, legislative constraints, strikes, labour disputes or malicious damage involving employees.

The use of the Website does not constitute a licence for You to use trademarks, designs and/or logos of Us and Our Third Parties, including but not limited to Sodexo, Filmology, Cineworld, Picturehouse, Empire Cinemas, The Light Cinemas and Merlin Cinemas.